

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

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**UNITED STATES OF AMERICA,**  
**Plaintiff,**

**v.**

**\$15,600.00 IN U.S. CURRENCY,**  
**Defendant.**

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**STIPULATED SETTLEMENT  
AGREEMENT AND ORDER OF  
FORFEITURE**

**CIVIL NO. 7:08-CV-0368  
(Hon. TJM/GHL)**

**IT IS HEREBY STIPULATED AND AGREED** by and between the plaintiff, United States of America, and its attorney, Andrew T. Baxter, Acting United States Attorney for the Northern District of New York, Thomas A. Capezza, Assistant United States Attorney, of counsel, and the claimant, Christopher R. Keese that:

**WHEREAS**, the United States of America filed a Verified Complaint for Forfeiture of the defendant \$15,600.00 in U.S. Currency, in which it alleges that the defendant currency was used in violation of Title 21 U.S.C. §881.

**WHEREAS**, Christopher R. Keese is the person claiming ownership of the seized currency, and

**WHEREAS**, Thomas A. Capezza states upon information and belief that the known potential claimant to the defendant property is not in the military service of the United States and is not an infant or incompetent person, and

**WHEREAS**, the parties desire to settle this matter without the need for further litigation,

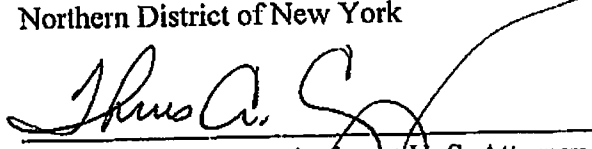
**NOW THEREFORE**, the parties agree as follows:

1. That \$13,600.00 of the original \$15,600.00 shall be forfeited to the United States of America, and the remaining balance of \$2,000.00 shall be returned to the claimant.
2. That the claimant, Christopher R. Keese, relinquishes and agrees to forfeit all of his right, title and interest in the \$13,600.00 to the United States of America.
3. That the claimant, Christopher R. Keese, shall sign a release and hold harmless agreement in the form attached hereto.
4. That the claimant, Christopher R. Keese, agrees that he did not substantially prevail in this claim, and each party agrees to bear its own costs and any and all attorneys fees acquired by the claimant as the result of the seizure are the claimant's responsibility.
5. The United States Marshal for the Northern District of New York shall be directed to dispose of the forfeited \$13,600.00 in accordance with law.
6. The United States Marshal for the Northern District of New York shall to return to the remaining balance of \$2,000.00 to the claimant Christopher R. Keese. A check in the amount of \$2,000.00 will be made payable to the order of "H. Dana VanHee as attorney for Christopher R. Keese" and mailed to his attorney, H. Dana VanHee, Esq., the McGraw Law Firm, 333 East Onondaga Street, Syracuse, New York, 13203.
7. The terms and conditions herein represent the whole and complete agreement between the parties, and no other terms, conditions, previous agreements, or memoranda will be demanded, excepted, requested or performed by the parties.

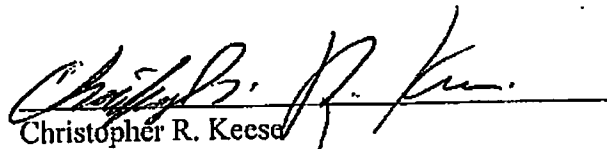
8. This Court shall retain jurisdiction in the cause for the purpose of enforcing the terms of this agreement.

ANDREW T. BAXTER  
ACTING UNITED STATES ATTORNEY  
Northern District of New York


Dated: 4/13/09

  
Thomas A. Capezza, Assistant U. S. Attorney  
James T. Foley Courthouse Rm 218  
445 Broadway  
Albany, New York 12207  
518-431-0247

Dated: 4/6/09

  
Christopher R. Keese

Dated: 4/8/09

  
H. Dana VanHee, Attorney for the Claimant  
~~McGraw Law Firm~~ Law Office of H. Dana VanHee, PLLC  
333 East Onondaga Street  
Syracuse, New York 13202  
315-422-7725

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THIS COURT having before it the Stipulated Agreement of the parties to the above-referenced action, and the parties having agreed to its terms as indicated by their signatures, it is hereby;

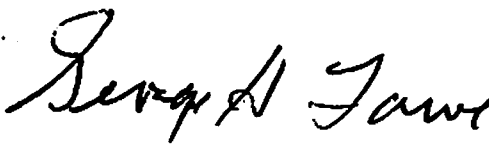
**ORDERED**, that the sum of \$13,600.00 in U.S. Currency is forfeited to the United States of America, and shall be disposed of in accordance with law by the United States Marshal for the Northern District of New York, and it is further;

**ORDERED**, that the United States Marshal for the Northern District of New York, pursuant to the terms set forth above, shall return to the claimant Christopher R. Keese, through his attorney, H. Dana VanHee, Esq., the McGraw Law Firm, 333 East Onondaga Street, Syracuse, New York, the sum of \$2,000.00 in U.S. Currency by check payable to "H. Dana VanHee as attorney for Christopher R. Keese" and it is further;

**ORDERED**, that each side bear its own costs, it is further;

**ORDERED**, that the Clerk of the Court shall enter judgment of forfeiture to the United States of America in accordance with the terms of this Order.

Dated: 4/21, 2009

  
~~HONORABLE THOMAS J. MCAVOY~~  
~~U. S. DISTRICT JUDGE~~  
GEORGE H. LOWE  
U.S. Magistrate Judge

**HOLD HARMLESS AND RELEASE AGREEMENT**

Property Seized: \$15,600.00 in U.S. Currency Released To:

Name: Christopher R. Keese

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_

In consideration of the return of \$15,600.00 in United States Currency, I, Christopher R. Keese, hereby release and forever discharge the United States, Department of Justice, Norfolk Police Department, St. Lawrence County Sheriff's Department and the New York State Police and their officers, agents, servants and employees, their heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity which, I, Christopher R. Keese, or my heirs, successors, or assigns ever had, now have, or may have in the future in connection with the detention, seizure and/or release by agents of the Department of Justice, of the above listed property.

I, Christopher R. Keese, further agree to hold and save the United States, its officers, agents, servants and employees, their heirs, successors, or assigns, harmless from any claims by any other, including costs and expenses for or on account of any and all lawsuits or claims of any character whatsoever in connection with the detention, seizure, and/or release by agents of the Department of Justice of the above listed property.

Dated: 4/6/09BY: Christopher R. Keese  
Christopher R. KeeseWitnessed by: Walter Allen